

## **Amendment 237**

### **Contract No. 229944**

#### **To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System**

This Amendment 237 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 25<sup>th</sup> day of February, 2013, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### **Recitals**

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.

The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to provide technical support to King County Metro (KCM) to establish and test its new Wireless Portable Customer Service Terminal (WPCST) VPN communication strategy. This work is more fully described in Change Request CR-072743 KCM Commissioning/Installation of 1 WPCST v2.0.

- B. The Parties agree that the Work necessary to provide said technical support will be performed and compensated as described below.

## **Agreement**

### **Section 1.0 Description of Work**

The Contractor will provide the services of a qualified Technical Engineer to perform the work necessary to support KCM to establish and test a VPN communication strategy for its WPCSTs. Such work will include the following:

1.1 Four (4) hours for analysis to plan and schedule the KCM firewall changes with Internap. Internap is the Contractor's network hosting service provider.

1.2 One (1) hour to:

- (a) participate in a conference call with KCM staff to perform a coordinated firewall change to add the requested networks to the VPN configurations of KCM and the Contractor, and
- (b) following the change identified in section (a) above, test and verify that the VPN connections between KCM and the Contractor's production and disaster recovery sites are functioning and allow devices to successfully communicate.

### **Section 2.0 Schedule:**

2.1 The work described in Section 1.0 will be performed on a mutually agreeable date and time, to be scheduled as soon as possible.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

### Section 3.0 Compensation Changes

3.1 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

#### VI. IMPLEMENTATION

##### SPECIAL PROGRAMS

<b>LUMP SUM COST</b>
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The Contractor will perform the work necessary to provide technical support to KCM to establish and test its new WPCST VPN communication strategy.	
<b>TOTAL</b>	<b>\$532</b>

### Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two Hundred and Thirty-seven shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

**Vix Technology (USA) Inc.**

By: [Signature]  
Its: General Manager  
Date: 2/21/13

**The Agencies**

By: [Signature]  
Their: Operations Manager  
On behalf of the Agencies  
Date: February 25, 2013